MASTER AND SERVANT — WORKMEN'S COMPENSATION ACTS — RELIEF FUND BENEFITS. — An employee on becoming a member of the relief fund department of a railroad company contracted that in the event of his injury the benefits from the relief fund should not be paid until he had executed to the company a release from all damage claims. After an injury the employee executed a release and received accident relief benefits. He thereafter sued for damages. The Federal Employers' Liability Act provided that "every contract, rule, regulation or device whatsoever, the purpose or intent of which shall be to enable any common carrier to exempt itself from any liability created by this act shall be to that extent void." *Held*, that the employee may recover. *Baltimore & Ohio R. Co.* v. *Gawinske*, 197 Fed. 31 (C. C. A., Third Circ.).

The court in the principal case recognizes the strong arguments in favor of refusing recovery but declares itself bound by a case decided by the United States Supreme Court. *Chicago, B. & Q. Ry. Co.* v. *McGuire*, 219 U. S. 549, 31 Sup. Ct. 259. The statutes involved in the two cases, however, are radically different. 35 U. S. STAT. AT LARGE 66, 1909 Fed. Stat. Ann. 585; IOWA CODE, 1907, § 2071. In the earlier case the Iowa statute clearly showed an intent to allow recovery after acceptance of a relief fund, the only question being as to the constitutionality of such provision. In fact an earlier Iowa employers' liability act which expressly prohibited contracts restricting liability had been amplified in this particular for the very reason that under it the employee could not recover after exercising his option to take the relief fund. *McGuire* v. *Chicago, B. & Q. Ry. Co.*, 131 Ia. 340, 108 N. W. 902; *Donald* v. *Chicago, B. & Q. Ry. Co.*, 93 Ia. 284, 61 N. W. 971. It is submitted that the present federal statute does not materially differ from the common-law rule which makes void agreements limiting liability for negligence. *Chicago, B. & Q. Ry. Co.* v. *Curtis*, 51 Neb. 442, 71 N. W. 42; *Leas* v. *Pennsylvania Co.*, 37 N. E. 423 (Ind. App.). See RENO, EMPLOYERS' LIABILITY ACTS, 2 ed., § 12. Furthermore, under other statutes, which are perhaps not quite so broad as the one now under discussion, it has been invariably held that a release given after the injury in consideration of a relief fund is a valid compromise. *Petty* v. *Brunswick & Western Ry. Co.*, 109 Ga. 666, 35 S. E. 82; *Pittsburgh, C., C. & St. L. Ry. Co.* v. *Cox*, 55 Oh. St. 497, 45 N. E. 641. The words employed in this statute do not indicate an intent on the part of Congress to force a railroad company to litigate every damage claim in order to purge itself of liability; a fair construction would seem to be that the federal act, like the common law and the state statutes, merely prohibits a railroad company from contracting away liability that may arise from its negligence in the future.

MORTGAGES — PRIORITIES — EQUITABLE SUBSTITUTION. — The intending purchaser of a first mortgage took a new mortgage instead of an assignment of the old. The old mortgage was removed. There was an outstanding judgment against the mortgagor. *Held*, that the owner of the judgment has a first lien on the property of the mortgagor, equitably entitled to priority as against the new mortgage. *Nelson* v. *McKee*, 99 N. E. 447 (Ind.).

A mortgage was given to secure an advance with which another mortgage prior to a judgment lien was removed. The judgment creditor purchased the property at execution upon the judgment and in the appraisement the amount of the mortgage was deducted. The judgment creditor brought an action to quiet title against the mortgage on the theory that his judgment was a prior lien. *Held*, that the new mortgage is equitably entitled to priority. *Frederick* v. *Gehling*, 137 N. W. 998 (Neb.). See NOTES, p. 261.

MUNICIPAL CORPORATIONS — MUNICIPAL DEBTS AND CONTRACTS — LIABILITY FOR SERVICES PERFORMED UNDER VOID CONTRACT. — A city engaged an accountant to audit its books. The contract of service was void for exceed-